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# TESLAW

## THE STATE BAR OF TEXAS ENTERTAINMENT & SPORTS LAW SECTION

April 15, 2016

**TESLAW Tidbits:**  
*A Little Taste of TESLAW*  
**April 15, 2016**  
**Issue No. 18**

Dear TESLAW Members,

We hope you enjoy this new issue of TESLAW Tidbits, a members-only benefit.

Please make a point to attend our annual meeting on June 16th in Fort Worth during the [State Bar of Texas Annual Meeting](#). Our membership meeting starts at 12:30 pm and we'll be electing the new officers. The meeting will be followed by three hours of engaging CLE panels. This year we welcome back Texas' most entertaining professor/ethics expert, David Grenardo, celebrity guests Brad Sham (The Voice of the Dallas Cowboys), Luke Wade (finalist from The Voice), William Bernhardt (best-selling author of the Ben Kincaid series), and attorney-authors Jamey Newberg (The Newberg Report) and Mike Farris (multiple books and lead trial attorney in the Fifty Shades of Grey case). It's going to be an exciting event with three hours of CLE ethics credit!

All TESLAW members are invited to attend the members meeting and our CLE programs at no charge, whether or not you attend the full convention.

I look forward to seeing you in Fort Worth on June 16th.

Sincerely,

[Sally C. Helppie](#), Chair  
[Entertainment and Sports Law Section](#)  
State Bar of Texas

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### Events Calendar

**[Dallas International Film Festival](#), Dallas, TX**

April 14-24

**[USA Film Festival](#), Angelika Film Center, Dallas, TX**

April 20-24

**[Lights, Camera, Action: Legal Issues Relating to Film Festivals](#), Dallas, TX**

Wednesday, April 27

12:00 p.m. – 1:00 p.m. (1 hour CLE credit)

*Hosted by the Dallas Bar Association Sports & Entertainment Law Section*

**[State Bar of Texas Annual Meeting](#), Fort Worth, TX**

Thursday, June 16

12:30 p.m. – 1:00 p.m. Annual TESLAW membership meeting

1:15 p.m. – 4:15 p.m. (3 hours Ethics CLE credit)

*Hosted by TESLAW*

**[Austin Film Festival](#), Austin, TX**

October 13-20

**[Entertainment Law Institute](#), Austin, TX**

November 3-4, 2016

**Lone Star Film Festival, Fort Worth, TX**

November 10-13

**Spotlight on Brian Landa**

Brian Landa is a Dallas-based entertainment and employment attorney. His main areas of practice focus on the transactional side of the business, with clients including filmmakers, production companies, artists, models, and musicians. Landa drafts cast and crew agreements, negotiates book/screenplay options, licensing and distribution deals and assists with the creation of entities such as limited liability companies.



Landa has been counsel for numerous award-winning Texas independent films (including projects out of Dallas, Houston and Midland/Odessa), which have screened at festivals worldwide. Several are licensed for distribution across the globe. He is also a legal advisor for [Solarity Studios](#), a full-service video production outfit based in Dallas.

As Texas is a hotbed of reality show casting and production, Landa also finds himself frequently reviewing potential participants' documents to flag outrageous requirements and find ways to balance deals as much as possible.

On the employment side of his practice, Landa drafts employee agreements and manuals, and in court, has battled discrimination claims and unemployment denials. From 2006-2012, Landa had the privilege of practicing with his late father, Norman, as Landa & Landa.

Landa is licensed to practice in Texas and Oklahoma, with his legal education including studies in Los Angeles and Bratislava, Slovakia. An occasional performer, Landa has been singing and dancing in [Bar None](#), an annual benefit for diversity law school scholarships, starring actual lawyers and judges, for nearly a decade.

More information about Landa can be found at [LinkedIn](#) and [IMDb](#).

**Contact:** [Brian Landa](#) / **Phone:** 214-500-4593

**Kardashian Kontract Kerfuffle**by [Corey Weinstein](#)

The Kardashians are once again making headlines. This time, Hillair Capital Management, an investor in the Kardashian Beauty makeup brand, has sued Kim, Kourtney, and Khloe Kardashian for fraud, breach of contract, and disparagement, among other things. Hillair seeks to recover the \$10 million it invested in an effort to rescue the beauty line. Additionally, Hillair seeks to recover its interest in the joint venture, which is allegedly valued at somewhere between \$64 and \$180 million.

According to Hillair, "the Kardashians' support was, of course, absolutely essential to the success of the Kardashian-branded line and was a fundamental premise of the parties' bargain." Hillair asserts that although the Kardashians were required to promote the brand on Twitter, Instagram, and Facebook to their more than 250 million followers, they refused to comply with their obligations and tried to find other investors in an effort to force Hillair out of the beauty business.

The Kardashians dispute the allegations, claiming that they have "suffered enormous damages as a result of the many failures and breaches created by the operator's mismanagement of the company."

The latest Kardashian dispute has just begun, but it is a good reminder to consider possible disputes regarding the promotion of a product at the time the contract is written. Here are a few things to keep in mind:

1. Specify the products to be promoted and, just as important, those that cannot be promoted.

When writing a contract to use someone's trademark, name, or reputation, it is critical to go beyond what products are included under the contract. Specify what is competition. Here, for example, could the Kardashians put their name on other beauty products? What about a skin-care line? Precise terms in the contract up front can limit the amount of fighting and potential litigation down the road.

2. Specify the types of promotion and any approval process.

With social media, it is important to specify the number of tweets or posts, the type of comments that should be made, and who has final approval (if any) on the statements prior to being released. It is just as important, however, to provide any exclusions to the type of promotion.

So, for example, a contract should address statements made at public functions, even if that is not included in the promotion of the goods. Such provisions would prohibit public disparagement, such as Khloe Kardashian making a statement at a Dubai beauty world exhibit that she “hated everything about the Kardashian Beauty products and appearance.”

### 3. Anticipate problems

As with all contracts, it is best to anticipate problems and address them before entering into a business relationship. So, for example, in this case, the parties could have anticipated what would happen if the Kardashians decided to look for a different investor. Provisions to consider include the value of the agreement, liquidated damages, and injunctions and non-monetary relief.

A few carefully worded provisions in a contract can reduce the number of kerfuffles if the relationship breaks down.

#### SOURCES:

[Kardashians Sued for Not Promoting Their Beauty Line](#)

[Kardashian Sisters Hit With \\$180m Lawsuit Over Makeup Line Contract](#)

*Corey Weinstein is counsel at Klemchuk LLP, located in Dallas Texas. She focuses her practice on civil litigation, with an emphasis on IP litigation and enforcement. She has handled contract disputes and cases across all areas of intellectual property. She can be reached via [email](#).*

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#### Practice Document

*Attached is a 'starting at zero' [Consultation Checklist](#) for musicians, recording artists, indie labels or publishers. This document was prepared by [Tristan C. Robinson](#), a Houston-based IP and entertainment attorney who serves the technology sector and music industry alike.*

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*Send questions, comments, and submissions for TESLAW Tidbits to [Victoria Helling](#), Editor in Chief.*

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